

CONFIDENTIAL

FOURTH AMENDMENT AGREEMENT

This **FOURTH AMENDMENT AGREEMENT** (this "**Fourth Amendment**"), entered into as of the 18th day of March, 2022 (the "**Fourth Amendment Effective Date**"), is by and between (1) *Swiss Confederation*, represented by Federal Office of Public Health, Schwarzenburgstrasse 157, 3003 Bern, Switzerland and The Swiss Armed Forces Pharmacy, Worblentalstrasse 36, 3063 Ittigen, Switzerland (collectively, "**Purchaser**"), and (2) Moderna Switzerland GmbH, a limited liability company ("*Gesellschaft mit beschränkter Haftung*") organized and existing under the Laws of Switzerland with company number CHE-344.522.989 and registered address at Peter Merian-Weg 10, 4052 Switzerland ("**Moderna**"). Purchaser and Moderna are referred to in this First Amendment individually as a "**Party**" and together as the "**Parties**".

WHEREAS, Purchaser and Moderna entered into a supply agreement, dated August 5, 2020, relating to the supply of filled and finished mRNA-1273, as amended by that First Amendment Agreement dated as of December 4, 2020, that Second Amendment Agreement dated as of February 2, 2021 and that Third Amendment Agreement dated as of May 5, 2021 (the "**Supply Agreement**");

WHEREAS, the Parties wish to amend the Supply Agreement as provided in this Fourth Amendment.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the Parties hereby agree as follows:

1.1 Section 4.11 of the Agreement is hereby deleted and restated as follows:

"4.11 Exceptions to Territory Restrictions.

(i)

Purchaser and its Related Parties may provide the Product and undertake to deliver or made available for delivery Product doses for provision to (a) the Principality of Liechtenstein

[REDACTED]

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(ii)

[REDACTED]

1.2 Exhibit F "Transfer Requirements" is hereby deleted and restated as follows:

Purchaser must comply with each of the following obligations in order to provide any Product to the Principality of Liechtenstein or a Recipient Country, and Purchaser will provide Moderna with any and all information reasonably requested by Moderna to establish such compliance from time to time.

1. [REDACTED]

2. Transportation of Product. Purchaser shall be solely responsible for:
- (i) seeking, obtaining and maintaining all relevant regulatory authorizations and approvals for the delivery of the Product to the Principality of Liechtenstein or the applicable Recipient Country, including the export of Product from the Territory and the import of the

Product into the Principality of Liechtenstein or the country or jurisdiction of the applicable Recipient Country;

(ii) packaging, storing and transporting the Product to the Principality of Liechtenstein or the applicable Recipient Country in accordance with the conditions set out in the Specifications, GDP and all Applicable Laws;

(iii) delivering to the Principality of Liechtenstein or the applicable Recipient Country in a timely manner so as to ensure the Product has sufficient shelf life remaining following delivery to enable administration of the Product prior to the expiry of the Product's shelf life as set forth on the label for such Product (which, at the time of delivery to the Principality of Liechtenstein or the applicable Recipient Country, must be at least [REDACTED] days); and

(iv) otherwise complying with all applicable Laws in connection with the packaging, storing, transporting, exporting, importing, insuring or distributing of Product in the Principality of Liechtenstein or the applicable Recipient Country.

3. Use and Administration of Product. Purchaser shall be solely responsible for ensuring that the Product is used and administered in Liechtenstein or the applicable Recipient Country in accordance with the label and applicable Laws. Any Product donated to any Recipient Country will be at no cost to such Recipient Country (other than reimbursement of reasonable out-of-pocket costs of Purchaser for the provision of such Product to such Recipient Country) [REDACTED]
4. Documentation. Purchaser shall comply with the points 1 – 3 above by entering into an agreement in writing that is satisfactory to Moderna with the Principality of Liechtenstein or the applicable Recipient Country to the effect that the Principality of Liechtenstein or the applicable Recipient Country will take over the obligations or responsibilities as set out in points 1-3 above. Subject to completion of the above, Purchaser shall be released from any liability and indemnification obligation towards Moderna in relation to the doses of Product re-sold, donated, exported and/or distributed to the Principality of Liechtenstein or the applicable Recipient Country.

2. MISCELLANEOUS.

2.1 This Fourth Amendment will be construed and the respective rights of the Parties determined in accordance with the substantive Laws of [REDACTED], notwithstanding any provisions of [REDACTED] Laws or any other Laws governing conflicts of laws to the contrary, and the patent Laws of the relevant jurisdiction without reference to any rules of conflicts of laws to the contrary. Each Party, and its Affiliates and Related Parties, disclaims any reliance on any representation, act or omission other than what is expressly set forth in this Fourth Amendment. The Parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods to this First Amendment.

2.2 The provisions of Section 13.3 (*Dispute Resolution*), Section 13.5 (*Severability*), Section 13.6 (*Headings*), Section 13.7 (*Waiver of Rule of Construction*), Section 13.8 (*Interpretation*), Section 13.12 (*Independent Parties*) and Section 13.13 (*Counterparts*) of the Supply Agreement are incorporated herein by reference as though set forth herein, *mutatis mutandis*.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed by their duly authorized representatives as of the Fourth Amendment Effective Date.

**SWISS CONFEDERATION, represented by
FEDERAL OFFICE OF PUBLIC HEALTH**

BY: Levy Goldblum [REDACTED]
NAME: [REDACTED]
TITLE: [REDACTED]

Nartey Stuber [REDACTED]
Linda [REDACTED]

THE SWISS ARMED FORCES PHARMACY

BY: Suessli Thomas [REDACTED]
NAME: [REDACTED]
TITLE: [REDACTED]

Kaiser Thomas [REDACTED]

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed by their duly authorized representatives as of the Fourth Amendment Effective Date.

MODERNA SWITZERLAND GMBH

BY: _____
NAME
TITLE:

